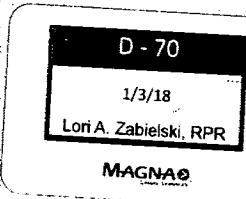


# Exhibit 12

**DRIVER ADDENDUM TO TECHNOLOGY SERVICES AGREEMENT**

Last update: December 11, 2015



This Driver Addendum to Technology Services Agreement ("Addendum") constitutes a legal agreement between an independent company in the business of providing transportation services ("Transportation Company") and an independent, for-hire transportation provider ("Driver" or "You").

Driver currently maintains a contractual or employment arrangement with Transportation Company to perform passenger carriage services for Transportation Company.

Transportation Company and Uber or one of its Affiliates ("Uber") have separately entered into a Technology Services Agreement ("Agreement") in order for Transportation Company to access the Uber Services (as defined below).

In addition to the transportation services it regularly performs pursuant to his or her contractual arrangement with Transportation Company, Driver is interested in receiving lead generation and related services through the Uber Services. Transportation Company and Driver desire to enter into this Addendum to define the terms and conditions under which Driver may receive such lead generation and related services.

In order to use the Uber Services, Driver and Transportation Company must agree to the terms and conditions that are set forth below. Upon Driver's execution (electronic or otherwise) of this Addendum, Driver and Transportation Company shall be bound by the terms and conditions set forth herein.

**IMPORTANT: PLEASE REVIEW THE DISPUTE RESOLUTION PROVISION SET FORTH BELOW IN SECTION 7 CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH UBER ON AN INDIVIDUAL BASIS, EXCEPT AS PROVIDED IN SECTION 15.3 OF THE AGREEMENT, THROUGH FINAL AND BINDING ARBITRATION UNLESS YOU CHOOSE TO OPT OUT OF THE PROVISION. BY VIRTUE OF YOUR ELECTRONIC EXECUTION OF THIS ADDENDUM, YOU WILL BE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS ADDENDUM (INCLUDING SECTION 7) AND OF THE AGREEMENT BETWEEN UBER AND THE TRANSPORTATION COMPANY WITH WHICH YOU ARE UNDER CONTRACT (INCLUDING ITS SECTION 15.3), AS THAT AGREEMENT IS INCORPORATED BY REFERENCE INTO THE ADDENDUM. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION, YOU MAY OPT OUT OF THE DISPUTE RESOLUTION PROVISION BY FOLLOWING THE INSTRUCTIONS PROVIDED IN SECTION 7 BELOW.**

**1. Definitions.**

1.1. "Affiliate" means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty

- percent (50%) of the voting stock or other ownership interest or the majority of the voting rights of such entity.
- 1.2. "*Device*" means an Uber Device or Driver-Provided Device, as the case may be.
  - 1.3. "*Driver App*" means Uber's mobile application that enables transportation providers to access the Uber Services for the purpose of seeking, receiving and fulfilling on-demand requests for transportation services by Users, as may be updated or modified by Uber at its discretion from time to time.
  - 1.4. "*Driver ID*" means the identification and password key assigned by Uber to a Driver that enables a Driver to use and access the Driver App.
  - 1.5. "*Driver-Provided Device*" means a mobile device owned or controlled by Transportation Company or a Driver: (a) that meets the then-current Uber specifications for mobile devices as set forth at [www.uber.com/byod-devices](http://www.uber.com/byod-devices); and (b) on which the Driver App has been installed as authorized by Uber for the purpose of providing Transportation Services.
  - 1.6. "*Territory*" means the city or metro areas in the United States in which Transportation Company and its Drivers are enabled by the Driver App to receive requests for Transportation Services.
  - 1.7. "*Transportation Services*" means the provision of passenger transportation services to Users via the Uber Services in the Territory by Transportation Company and its Drivers using the Vehicles.
  - 1.8. "*Uber Data*" means all data related to the access and use of the Uber Services hereunder, including all data related to Users (including User Information), all data related to the provision of Transportation Services via the Uber Services and the Driver App, and the Driver ID.
  - 1.9. "*Uber Device*" means a mobile device owned or controlled by Uber that is provided to Transportation Company or a Driver for the sole purpose of such Driver using the Driver App to provide Transportation Services.
  - 1.10. "*Uber Services*" mean Uber's on-demand lead generation and related services that enable transportation providers to seek, receive and fulfill on-demand requests for transportation services by Users seeking transportation services; such Uber Services include Uber's software, websites, payment services, and related support services systems, as may be updated or modified by Uber at its discretion from time to time.
  - 1.11. "*User*" means an end user authorized by Uber to use Uber's mobile application for the purpose of obtaining Transportation Services.
  - 1.12. "*User Information*" means information about a User made available to Transportation Company or a Driver in connection with such User's request for and use of Transportation Services, which may include the User's name, pick-up location, contact information and photo.
  - 1.13. "*Vehicle*" means any vehicle of Transportation Company that: (a) meets the then-current Uber requirements for a vehicle on the Uber Services; and (b) Uber authorizes for use by a Driver for the purpose of providing Transportation Services on behalf of Transportation Company.

**2. Use of the Uber Services.**

- 2.1. **Driver IDs.** Driver will be issued a Driver ID for providing Transportation Services to enable Driver to access and use the Driver App on a Device in accordance with this Addendum. If Driver has not fulfilled a request for Transportation Services using the Driver App at least once a month, their Driver ID may be deactivated. Driver will maintain his or her Driver ID in confidence and not share it with any third party, and will immediately notify Transportation Company of any actual or suspected breach or improper use or disclosure of the Driver ID or the Driver App.
- 2.2. **Provision of Transportation Services.** When the Driver App is active, User requests for Transportation Services may appear to Driver via the Driver App if Driver is available and in the vicinity of the User. If Driver accepts a User's request for Transportation Services, the Uber Services will provide certain User information to Driver via the Driver App, including the User's first name and pickup location. In order to enhance User satisfaction with the Uber mobile application and Driver's Transportation Services, it is recommended, but not required, that Driver wait at least ten (10) minutes for a User to show up at the requested pick-up location. Driver will obtain the destination from the User, either in person upon pickup or from the Driver App if the User elects to enter such destination via Uber's mobile application. Driver acknowledges and agrees that once he or she has accepted a User's request for Transportation Services, the Uber Services may provide certain information about Driver to the User, including Driver's first name, contact information, Transportation Company entity name, photo and location, and Driver's Vehicle make and license plate number. Driver shall not contact Users or use any User's personal data for any reason other than for the purposes of fulfilling Transportation Services. Driver agrees that his or her contact and/or insurance information may be released to a User upon such User's reasonable request. Driver may not, unless specifically consented to by a User, transport or allow inside any Vehicle individuals other than a User and any individuals authorized by such User during the performance of Transportation Services for such User. Driver shall transport all Users directly to their specified destination, as directed by the applicable User, without unauthorized interruption or unauthorized stops. Driver understands and agrees that he or she has a legal obligation under the Americans with Disabilities Act and similar state laws to transport Users with Service Animals (as defined by applicable state and federal law), including guide dogs for the blind and visually impaired Users, and there is no exception to this obligation for allergies or religious objections. Driver's knowing failure to transport a User with a Service Animal shall constitute a material breach of this Agreement. Driver agrees that a "knowing failure" to comply with this legal obligation shall constitute either: (1) a denial of a ride where the Driver states the denial was due to a Service Animal; or (2) there is more than one (1) instance in which a User or the companion of a User alleges that the Driver cancelled or refused a ride on the basis of a Service Animal.
- 2.3. **Driver's Relationship With Uber.** Uber does not, and shall not be deemed to, direct or control Driver generally or in Driver's performance of Transportation Services or maintenance of any Vehicles. Driver acknowledges that Uber does not control, or purport to control: (a) when, where, or for how long Driver will utilize the Driver App or the Uber Services; or (b) Driver's decision, via the Driver App, to attempt to accept or to decline or ignore a User's request for Transportation Services, or to cancel an accepted request for

Transportation Services, via the Driver App, subject to Uber's then-current cancellation policies. Driver may be deactivated or otherwise restricted from accessing or using the Driver App or the Uber Services in the event of a violation or alleged violation of this Addendum or Transportation Company's violation or alleged violation of the Agreement, or Driver's or Transportation Company's disparagement of Uber or any of its Affiliates, or Driver's or Transportation Company's act or omission that causes harm to Uber's or any of its Affiliates' brand, reputation or business as determined by Uber in its sole discretion. Driver is not permitted to use or reference in any manner Uber's, its Affiliates', or their respective licensors' company names, logos, product and service names, trademarks, service marks or other indicia of ownership, alone or in combination with other letters, punctuation, words, symbols and/or designs (the "UBER Marks and Names"). Driver will not try to register or otherwise claim ownership in any of the UBER Marks and Names, alone or in combination with other letters, punctuation, words, symbols and/or designs or in any confusingly similar mark or name.

**2.4. Ratings.**

- 2.4.1. Driver agrees that: (a) after receiving Transportation Services, a User will be prompted by Uber's mobile application to provide a rating of such Transportation Services and Driver and, optionally, to provide comments or feedback about such Transportation Services and Driver; and (b) after providing Transportation Services, Driver will be prompted by the Driver App to provide a rating of the User and, optionally, to provide comments or feedback about the User. Driver shall provide ratings and feedback in good faith.
- 2.4.2. In order to continue to receive access to the Driver App and the Uber Services, Driver acknowledges that he or she must maintain an average rating by Users that exceeds the minimum average acceptable rating established by Uber for the Territory, as may be updated from time to time by Uber in its sole discretion ("Minimum Average Rating"). Driver's average rating is intended to reflect Users' satisfaction with the Driver's Transportation Service rather than any such Driver's compliance with any of Uber's policies or recommendations. In the event Driver's average rating falls below the Minimum Average Rating, Driver may be provided a limited period of time to raise his or her average rating above the Minimum Average Rating. Driver agrees that if Driver does not increase his or her average rating above the Minimum Average Rating within the time period allowed (if any), Uber may deactivate such Driver's access to the Driver App and the Uber Services. Driver agrees that repeated failure to accept User requests for Transportation Services while Driver is logged in to the Driver App creates a negative experience for Users of Uber's mobile application. Accordingly, Driver agrees that if they are logged in to the Driver App, they will strive to accept a substantial portion of User requests for Transportation Services, and that if they do not wish to accept User requests for Transportation Services for a period of time, they will log off of the Driver App.
- 2.4.3. Uber and its Affiliates reserve the right to use, share and display Driver and User ratings and comments in any manner in connection with the business of Uber and its Affiliates without attribution to or approval of Driver. Driver acknowledges that Uber and its Affiliates are distributors (without any obligation to verify) and not

publishers of Driver and User ratings and comments, provided that Uber and its Affiliates reserve the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other personal information, or violate any privacy laws, other applicable laws or Uber's or its Affiliates' content policies.

- 2.5. **Devices.** If Driver receives any Uber Device(s), Driver acknowledges that such Device(s):  
(a) are only to be used for the purposes of enabling Driver's access to the Uber Services; and  
(b) may not be transferred, loaned, sold or otherwise provided in any manner to any other party. If Driver elects to use any Driver-Provided Device(s), Driver acknowledges that Uber is not responsible for the acquisition, cost or maintenance of any such Driver-Provided Device(s) or any necessary wireless data plan. Uber shall make available the Driver App for installation on such Driver-Provided Devices. Driver agrees to not provide, distribute or share, or enable the provision, distribution or sharing of, the Driver App (or any data associated therewith) with any third party. Driver will delete and fully remove the Driver App from the Driver-Provided Device in the event that Transportation Company and/or Driver ceases to provide Transportation Services using the Driver-Provided Device. Driver agrees that: (i) use of the Driver App on a Driver-Provided Device requires an active data plan with a wireless carrier associated with the Driver-Provided Device, which data plan will be provided by either Transportation Company or Driver at their own expense; and (ii) use of the Driver App on a Driver-Provided Device as an interface with the Uber Services may consume very large amounts of data through the data plan. **UBER ADVISES THAT DRIVER-PROVIDED DEVICES ONLY BE USED UNDER A DATA PLAN WITH UNLIMITED OR VERY HIGH DATA USAGE LIMITS, AND UBER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FEES, COSTS, OR OVERAGE CHARGES ASSOCIATED WITH ANY DATA PLAN.**
- 2.6. **Location Based Services.** Driver acknowledges and agrees that his or her geo-location information must be provided to the Uber Services via a Device in order to provide Transportation Services. Driver acknowledges and agrees that: (a) his or her geo-location information may be obtained by the Uber Services while the Driver App is running; and  
(b) the approximate location of the his or her Vehicle will be displayed to the User before and during the provision of Transportation Services to such User. In addition, Uber and its Affiliates may monitor, track and share with third parties Driver's geo-location information obtained by the Driver App and Device for safety and security purposes.
3. **Driver Requirements.** Driver agrees that he or she shall will at all times: (a) hold and maintain (i) a valid driver's license with the appropriate level of certification to operate the Vehicle assigned to them, and (ii) all licenses, permits, approvals and authority necessary to provide passenger transportation services to third parties in the Territory; (b) possess the appropriate and current level of training, expertise and experience to provide Transportation Services in a professional manner with due skill, care and diligence; and (c) maintain high standards of professionalism, service and courtesy. Driver agrees that he or she may be subject to certain background and driving record checks from time to time in order to qualify to provide, and remain eligible to provide, Transportation Services. Driver may be deactivated from or otherwise restricted from accessing or using the Driver App or the Uber Services if Driver fails to meet the requirements set forth in this Driver Addendum or if Transportation Provider fails to meet the requirements set forth in the Agreement.

4. **Modification.** From time to time, Driver may be required to enter into updated versions of this Addendum in order to continue to have access to the Driver App and the Uber Services.
5. **Privacy.** Subject to all applicable laws, Uber may provide to a third party any information (including personal data and any Uber Data) about Driver provided under the Agreement if: (a) there is a complaint, dispute or conflict, including an accident, between Driver and a User; (b) it is necessary to enforce the terms of the Agreement; (c) it is required, in Uber's or any Affiliate's sole discretion, by applicable law or regulation; (d) it is necessary, in Uber's or any Affiliate's sole discretion, to protect the safety, rights, property or security of Uber, the Uber Services or any third party; to detect, prevent or otherwise address fraud, security or technical issues; and/or to prevent or stop activity which Uber or any of its Affiliates, in their sole discretion, consider to be, or to pose a risk of being, illegal, unethical or legally actionable; or (e) it is required or necessary, in Uber's or any Affiliate's sole discretion, for insurance or other purposes related to Driver's ability to qualify, or remain qualified, to use the Uber Services. Driver understands that Uber may retain Driver's personal data for legal, regulatory, safety and other necessary purposes after this Agreement is terminated. Uber processes personal data (including that referenced in Section 2.6 above) in accordance with its privacy policy located at [www.uber.com/legal/privacy/users/en](http://www.uber.com/legal/privacy/users/en).
  - 5.1. Information provided by Driver and collected about Driver may be transferred or accessed by Uber and its Affiliates around the world, including in jurisdictions that may have less protective privacy laws than Customer's country. Uber and its Affiliates located in the U.S. abide by the Safe Harbor frameworks set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information collected by organizations in the European Economic Area and Switzerland. Driver expressly consents to Uber's use of location-based services and Driver expressly waives and releases Uber and its Affiliates from any and all liability, claims, causes of action or damages arising from Driver's use of the Uber Services, or in any way relating to the use of the geo-location and other location-based services.
  - 5.2. Uber and its Affiliates may collect personal data from Driver during the course of Driver's application for, and use of, the Uber Services, which information may be stored, processed, and accessed by Uber and its Affiliates for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research, and such other purposes consistent with Uber's and its Affiliates' legitimate business needs. Driver expressly consents to such use of personal data.
6. **Insurance.** Driver represents and agrees that he or she holds or is otherwise covered by a valid policy of liability insurance (in industry-standard coverage amounts) with respect to Driver's operation of the Vehicle(s) under this Addendum.
7. **Dispute resolution.** Except as otherwise provided in Section 15.3 of the Agreement, Driver agrees that any dispute, claim or controversy arising out of or relating to this Addendum, or the breach, termination, enforcement, interpretation or validity thereof, or performance of transportation services pursuant to the Technology Services Agreement, including, but not limited to the use of the Service or Software and disputes between You and Uber, as well as all disputes between You and Uber's fiduciaries, administrators, affiliates, subsidiaries, parents, and all successors and assigns of any of them, will be settled by binding arbitration in accordance with the terms set forth in Section 15.3 of the Agreement. The parties expressly

agree that Uber is an intended third-party beneficiary of this dispute resolution provision. Upon any change to the Agreement or this Addendum, Uber shall provide written notice of such change(s) to Transportation Company, whose obligation it will be to inform Driver. Such changes shall be binding on Driver only upon Driver's acceptance of the modified Agreement and/or Addendum. Driver's continued use of the Uber Services and/or Software after such change(s) shall constitute agreement to any such change(s).

- 7.1. Driver's agreement to arbitrate any claims against Uber is not a mandatory condition of Driver's ability to receive trip requests through the Uber Services. If Driver does not want to be subject to this dispute resolution provision, Driver may opt out of the provision by notifying Uber in writing of Driver's desire to opt out of this provision, either by (1) sending, within 30 days of the date this agreement is executed by Driver, electronic mail to [optout@uber.com](mailto:optout@uber.com), stating Driver's name and intent to opt out of this Arbitration Provision or (2) by sending a letter by U.S. Mail, by any nationally recognized delivery service (e.g., UPS, Federal Express, etc.), or by hand delivery to:

General Counsel  
Uber Technologies, Inc.  
1455 Market St., Ste. 400  
San Francisco, CA 94103

In order to be effective, the letter under option (2) must clearly indicate Driver's intent to opt out of this Arbitration Provision, and must be dated and signed. The envelope containing the letter must be received (if delivered by hand) or post-marked within 30 days of the date this agreement is executed by Driver. Driver has the right to consult with counsel of Driver's choice concerning this dispute resolution provision. Driver understands that Driver will not be subject to retaliation for exercising Driver's right to assert claims or opt-out of coverage under this dispute resolution provision.

8. **Third Party Beneficiaries.** The parties acknowledge that Uber is a third party beneficiary to this Addendum. Uber will have the irrevocable right (and will be deemed to have accepted the right unless this is rejected promptly after receipt of a copy of the executed Addendum) to enforce the Addendum against Transportation Company and Driver as a third party beneficiary thereof. Except as expressly set forth in Section 7, there are no other third party beneficiaries to this Addendum.

By clicking "I accept" or signing below (as such may be required by applicable law), Driver expressly acknowledges that he or she: (i) has read and understood this Addendum; (ii) has had the opportunity to consult with others (including an attorney) regarding this Addendum; (iii) agrees to be bound by the terms and conditions of this Addendum; and (iv) is legally competent to enter into this Addendum.

Driver Signature:

Name:

Date: